

# Terms of Service

Last updated: August 1, 2024

Please read these terms and conditions carefully before using Our Service.

## 1. Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded or accessed by You on any electronic device, named XReps Early Access or XReps, XReps Education or XReps Teams & Camps.
- **Application Store** means the digital distribution service operated and developed by Meta (Quest Store) or Valve Corporation (Steam Store) or Epic Games, Inc. (Epic Games Store) or Microsoft, Inc (Microsoft Store) or HTC Inc. (VIVEPORT) or ManageXR in which the Application has been downloaded.
- **Cloud Dashboard** refers to a reporting dashboard for presenting training statistics and results made available to You through a web browser or mobile device.
- **Country** refers to United States of America
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to XReps, LLC, 15954 S Mur Len Rd, #274, Olathe, KS 66062.
- **Device** means any device that can access the Service such as a computer, a virtual reality headset, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Headset** means a Virtual Reality or Augmented Reality Headset compatible with the Application
- **In-app Purchase** refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Responsible Adult** means a Parent, Guardian, or Team Adult
- **Service** refers to the Application and Cloud Dashboard, when applicable for that version of the Application.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## 2. Acknowledgment

These are the Terms and Conditions governing the use of the Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 13 (or the otherwise applicable age of digital consent in any particular jurisdiction) to use the Service. Children under the age of 13 are not permitted to use our websites and services and must request a Responsible Adult provide any personal data in connection with the site and/or Services. In the event that the Company discovers that a child under the age of 13 has provided personally identifiable information to it, the Company will make efforts to delete the child's information if required by the Children's Online Privacy Protection Act.

Subject to all the Terms and Conditions of this agreement, Company hereby grants You a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Application. You understand that Company may modify or discontinue offering the Service, or any component thereof, at any time.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make an In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with

a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

## Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Intellectual Property

The Service, including its features and functionality are and will remain the exclusive property of the Company, including without limitation all modifications, revisions, and derivative works. You are granted no interest in, other than a license to use, the Service.

The Service is protected by copyright, trademark, and other laws of the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Health and Safety Warnings

The Application requires use of a Headset. Please read the warnings in this section carefully before using the Headset or the Application to reduce the risk of personal injury, discomfort or property damage. By using the Application, you represent and warrant that you have read and understand these warnings and instructions. We may update or revise these warnings and instructions, so please review them periodically.

Before using the headset, review the hardware and software recommendations for use of the Headset. Read and follow all setup and operating instructions provided by the manufacturer of the Headset.

People who are prone to motion sickness in the real world may have a heightened risk of experiencing discomfort while using a Headset in connection with the Application. Such individuals should take extra care to read and follow these warnings carefully. Company recommends seeing a doctor before using the Headset in connection with the Application if you are pregnant, elderly, have pre-existing binocular vision abnormalities or psychiatric disorders, or suffer from a heart condition or other serious medical condition.

The use of Headsets distracts you from and completely blocks your view of your actual surroundings. Always be aware of your surroundings when using a Headset. Take special care to ensure that you are not near other people, objects, stairs, balconies, windows, furniture, or other items that you can bump into or knock down when using – or immediately after using – a Headset. Do not handle sharp or otherwise dangerous objects while using a Headset. Take at least a 10 to 15 minute break every 30 minutes, even if you do not think you need it. Each person is different, so take more frequent and longer breaks if you feel discomfort.

Listening to sound at high volumes can cause irreparable damage to your hearing. Background noise, as well as continued exposure to high volume levels, can make sounds seem quieter than they actually are. Due to the immersive nature of the virtual reality experience in the Application, do not use a Headset with the sound at high volume so that you can maintain awareness of your surroundings and reduce the risk of hearing damage.

Some people may have severe dizziness, seizures, epileptic seizures or blackouts triggered by light flashes or patterns, and this may occur while they are watching TV, playing video games or experiencing virtual reality, even if they have never had a seizure or blackout before or have no history of seizures or epilepsy. Such seizures are more common in children and young people under the age of 20. Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should see a doctor before using a Headset in connection with the Service.

Immediately discontinue use of your Headset when using the Application if anyone using the Headset experiences any of the following symptoms: seizures; loss of awareness; eye strain; eye or muscle twitching; involuntary movements; altered, blurred or double vision or other visual abnormalities; dizziness; disorientation; impaired balance; impaired hand-eye coordination; excessive sweating; increased salivation; nausea; lightheadedness; discomfort or pain in the head or eyes; fatigue; or any symptoms similar to motion sickness. If any part of your body becomes tired or sore while using the Application, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before using the Application again. If you continue to have any of the above symptoms or other discomfort during or after use, stop using the Application and see a doctor.

## Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service and will not exceed a sum equal to 100% of the amounts paid to Company by You during the 12 months immediately preceding the act or omission giving rise to the action or claim.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations

may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its officers, directors, shareholders, members, managers, employees, licensors and business partners, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's licensors or business partners makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us by email [info@xreps.io](mailto:info@xreps.io)

## PRIVACY POLICY

Your privacy is important to XReps, LLC (“XReps”, “we”, “our”, or “us”), and XReps is committed to the protection of your personal information. Our Privacy Policy exists to help you understand what information XReps collects, how we collect and use it, and what choices you have. To make sure your personal information is secure, we communicate our privacy and security guidelines to XReps employees and strictly enforce privacy safeguards within the company. Please read this Privacy Policy before visiting our websites, accessing our services, or providing any personal information to XReps. If you do not wish to have your information used and disclosed as provided in this Privacy Policy, please refrain from providing your information and/or delete the information you may have submitted in the past. In doing so, please understand that your access to information, services and other benefits may be substantially limited. Further assistance is available via email to [support@xreps.io](mailto:support@xreps.io).

If you use XReps’ products or services, further information may also be provided in your contract with us. If you are an employee, worker or contractor of XReps, the information about how we handle your personal information is available in the XReps Handbook. We do not collect social security or equivalent national tax ID numbers, except for employment purposes. If you are a prospective employee or job applicant of XReps, we will provide you with information about how we handle your personal information for recruitment purposes. This will be provided to you if you commence any of our recruitment initiatives.

#### 1. Collection and Use of Personal Information

Personal information is data relating to a person that can be used to help uniquely identify them, either directly or indirectly. You may be asked to provide personal information when in contact with XReps. If you do not provide us with certain requested personal information we may not be able to provide you with some or all of XReps’ products and services.

If you are a representative of a corporate entity, such as a professional sports organization, then XReps may use your personal information to provide and customize our products and services, and send you marketing communications related to our products and services.

For all XReps users, we may use your data for purposes such as auditing, data analysis, and research to improve XReps’ products, services, and customer communications. XReps and its partners may share personal information and use it as described in this Privacy Policy. Such information may be combined with other information to provide and improve products, services, content, and advertising. This Privacy Policy does not cover and is not intended to restrict what we do with data that is aggregated and anonymized, so it is no longer associated with a personally identifiable user.

Where you are an individual (i.e., not a representative of a corporate entity) and have consented to us using your personal data for marketing purposes, we may use your information to conduct marketing and data analysis or to send you updates and news



concerning XReps and its business partners. If at any time after you have consented to us using your information for marketing purposes you wish us to stop using your information for these purposes, please email us at [info@xreps.io](mailto:info@xreps.io).

## 2. Personal Information We Collect

When you visit our website(s), download or install a software application, create a registered user account, purchase or register a product, complete a survey, or download a software update, we may collect information, including but not limited to: name, mailing address, phone number, email address, athlete profile information (as described in Section 3 below), contact preferences, credit card information and payment history.

We may also collect such information when you contact us in person (for example, at clinics, conferences, workshops, seminars and other events), via telephone, facsimile or email. When you send us an email, that address will be recorded automatically for purposes of replying to your email. If you represent a corporate entity, such as a professional sports organization, by providing your email address, you are subscribing to our electronic newsletter and product updates, which may include information about new features and new services. You may unsubscribe from this content by following the steps detailed in the email footer or by contacting [info@xreps.io](mailto:info@xreps.io).

We may receive and store certain types of website usage information when you visit our websites. Website usage information helps us determine how visitors arrive, what type of content is most popular and which visitors are interested in particular content and advertising. We may collect the page visited, the time, the source of the request, the type of browser making the request, the preceding page view and other information about your engagement with our site and services. We may also collect your IP address and your Device Identifier. A Device Identifier is a number automatically assigned to the computer, cell phone or tablet used to access the Internet. We may associate your Device Identifier with the personal information you provide.

When you browse our website(s), we may collect information about you, regardless of whether you have created a registered user account. However, if you choose to access our websites anonymously, we may not be able to provide you with particular products or services. We collect and store personal information if you provide any such personal information, register as a user, provide details at an event, complete a survey or supply personal details through any other form of correspondence. XReps uses this information to provide products and services, as well as for billing, identification, authentication, products and services improvement, contact and research purposes. This information may include: date, time, computer identity, crash data, device type and setting, operating system, language, region, log preferences, registration key, license level, license code, license code status, code registration date, last validation date, Ethernet address, IP address, MAC address, licensed software name and version, OS version, and any other information about user actions required to improve, support and maintain our software.

## 3 Athlete Profile Pages

These pages may contain and therefore collect: name, home and email addresses, phone number, school (name, city and state), graduation year, parent/guardian information (name, relation, email and phone), age, birth date, photograph, height, weight, jersey number, social media/Twitter handles, sports position, left or right handedness, performance statistics, speed and strength information, sports videos featuring the athlete, and other athlete profile information, as may be updated from time to time. This information can be accessed by the athlete, coaches and team administrators. The general public may have limited access to athlete profile information based on administrator selected privacy settings. Home and email addresses, phone number, parent/guardian information (name, relation, email and phone), age, birth date, and graduation year are not available to the general public by default.

#### 4. Data Storage

XReps uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the XReps website, and such third-party vendors may collect and store your data on behalf of XReps. XReps owns the code, databases and all rights therein. XReps incorporates reasonable safeguards to help protect and secure your personal information. However, no data transmission over the Internet, wireless transmission, or electronic storage of information can be guaranteed to be 100% secure. Please note that XReps cannot ensure or warrant the security of any information you transmit via its websites and/or products, and you do so at your own risk. The websites are general audience websites.

#### 5. Disclosures to Third Parties

There are circumstances where we may wish to disclose or are compelled to disclose your personal data to third parties. We may share your personal information with: our subsidiaries, branches or associated offices, our partners, vendors, licensees, agents, representatives, distributors, independent contractors, legal advisors, our other professional advisors, and/or to any other third party where you have provided your permission.

Any disclosure to third parties will only take place in accordance with the applicable law and for the purposes listed. These scenarios include disclosure: (1) as required to provide products or services you've requested; (2) in order to provide partner-sponsored feature enhancements; (3) when necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms and Conditions of Use, or as otherwise required by law; (4) on a temporary or permanent basis for the purposes of a joint venture, collaboration, financing, sale, merger, reorganization, change of legal form, dissolution or similar event (in the event we are acquired by or merge with another company, you will be notified before your information is transferred); (5) to protect the security or integrity of our business, including our databases and systems, and for business continuity reasons; (6) to our legal advisors who may need to manage or litigate a claim; and (7) for any other purpose when we have your permission.

#### 6. Children

We do not knowingly collect personal information from children under age thirteen (13) (or the otherwise applicable age of digital consent in any particular jurisdiction), however, we understand that users of our products and services may be under the age of thirteen. Children under the applicable age of digital consent are not permitted to use our websites and services, and must request a team adult, parent or guardian (“Responsible Adult”) provide any personal data in connection with the site and/or services. We will delete any information later determined to have been collected from an underage user rather than provided by a Responsible Adult. Teacher, Administrators and Account Administrators may add underage users to a team/class roster and/or direct invite codes to such users only with express written consent from a parent or legal guardian. XReps is not liable for obtaining such consent on behalf of a team. XReps products and services may provide age appropriate groupings in which users can participate with other users of the same or similar age. Such users must obtain a Responsible Adult’s permission to provide the information (full name, birthdate) necessary to join such a group, and a Responsible Adult will always be able to remove a user from any such group and contact XReps to have the applicable information deleted. If requested, XReps will provide assistance to the Responsible Adult to have such information removed. XReps will use the provided information solely to enable users to participate in age-related training and activities and will remove such information when it is no longer needed.

## 7. Web Beacons

Our website contains electronic images (generally, single-pixel .gif images) called “web beacons.” Web beacons allow XReps and third parties to monitor and collect information about the viewer of the web page, web-based document, email message or other communication, such as the type of browser requesting the web beacon, the Device Identifier that the web beacon is sent to, and the time the web beacon was viewed. XReps uses web beacons to count web browsers, visits and page views. It also uses beacons to monitor traffic and conversion patterns, to personalize your experience, including advertising and content, and to determine whether or not messages were opened, links were clicked or notifications/offers were acted upon.

## 8. Cookies

A “cookie” is a small amount of data that often includes an anonymous unique identifier that is sent to your browser from a website and stored on your computer’s hard drive. When you access this website, cookies may be sent to your web browser and stored on your computer or mobile device. We use cookies to record information about your online preferences and allow us to tailor our websites to your interests. Information supplied by cookies can help us to understand the profile of our visitors and help us to provide you with a better user experience. It also helps us to recognize when you are signed in to your XReps account and to provide a more personalized experience. Additionally, XReps uses cookies to serve some targeted advertising. To help promote XReps to users, we sometimes embed content from social media and other third-party websites. These may include YouTube, X (Twitter), Facebook, Instagram, and TikTok. As a result, when you visit a page containing such content, you may be presented with cookies from these websites and these third-party cookies may track your use of the XReps website.

XReps does not control the dissemination of these cookies and you should check the relevant third party's website for more information.

#### 9. Hosted Service Partners and Their Privacy Options

Our major network advertising partners, and their respective advertising networks, may use cookies, web beacons, and similar technologies to collect information and use that information to provide measurement services and target ads. If you wish to restrict, remove or refuse to accept cookies which are set by any website (including this website), you should do this through the browser settings for each browser you use to access the Internet. The Help function within your browser should tell you how to do so. For further information about how to restrict, remove, and refuse to accept cookies, visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

You can opt out of Facebook collection. You can opt out of Google analytics, and adjust other Google privacy settings. Twitter also uses conversion tracking and tailored audience products for advertisements. You can modify your X(Twitter) privacy settings. You can opt out of LiveRamp. You can opt out of Amobee. Our website may also provide hyperlinks to other websites owned and controlled by others. XReps is not responsible for the privacy practices of any website that it does not own or otherwise control, and you should read the privacy policies of websites owned and controlled by others before deciding whether to proceed.

#### 10. Tracking

XReps website does not respond to "do not track" settings in browsers.

#### 11. Online Training

Online Training Sessions are governed by the privacy policy of a separate company.

#### 12. Messaging and Notifications

XReps' private messaging tools ("XReps Messaging") may be available to certain XReps subscribers. Messages may be between one sender and one or more recipients. XReps Messaging enables users to have conversations with individual athletes and coaches, custom groups, or the whole team on the same XReps roster. XReps Messaging is intended for use that includes, but is not limited to, sending reminders about practice, requesting feedback, discussing game strategy, or sharing links to training resources.

When a message is sent, all participants in the conversation (except the sender) receive a notification within XReps Messaging that they have a new unread message.

Once a message is deleted from the sender's personal account, it is deleted from the recipient(s)' account(s) as well. Neither the recipient nor the sender is then able to see the message. Once the message is deleted, the action cannot be undone. Any information the sender submits through messaging, however, may be passed along by the recipient without the sender's knowledge. This may occur by forwarding the notification email or text, or capturing and forwarding a screenshot of the message(s) prior to deletion.

XReps supports the privacy and competitiveness of teams by requiring authentication to view the messages and files shared within a specific team. XReps reserves the right, but is not obligated to, disclose any information if, in its sole opinion, XReps suspects or has reason to suspect that the information involves a party who may be the victim of harassment in any form. Information may be disclosed to authorities that XReps, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. Additionally, XReps reserves the right to divulge the contents of a communication to an addressee or intended recipient of such communication. Given this, even if both the sender and recipient(s) deleted their message(s), conversation(s) directed at either party may be provided to the individual at either party's request. We may also use aggregated Messaging information for purposes such as auditing, data analysis, and research to improve XReps' products, services, and customer communications. XReps will not share with any partners any information provided via Messaging, except on aggregate, unless explicitly approved by the team admin. We reserve the right to access Messaging information when necessary to investigate, prevent, or take action regarding illegal activities, including suspected fraud, harassment, and threats to the safety of any person, as well as violations of our Terms and Conditions of Use, or as otherwise required by law.

#### 11. Retention of Personal Information

Your personal information will be retained for as long as it is necessary to carry out the purposes set out in this Privacy Policy (unless longer retention is required by applicable law). However, we will not retain any of your personal information beyond this period and the retention of your personal information will be subject to periodic review. We may keep an anonymized form of your personal information, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

#### 12. Confidentiality and Security

XReps is committed to seeking to safeguard all personal information that you provide to us; seeking to ensure that it remains confidential and secure; and taking all reasonable steps to ensure that personal privacy is respected. All our data is stored in written or electronic form on our servers and computers and in various physical locations. We maintain physical, electronic and procedural safeguards to protect your personal information from misuse, unauthorized access or disclosure, and loss or corruption by computer viruses and other sources of harm. We limit access to personal information to those staff members, joint venture partners, subsidiary companies and third parties who need to know that information for the purposes set out in this Privacy Policy.

#### 15. Compliance with Privacy Laws

XReps complies with the data protection and privacy laws to which it is subject. You should satisfy yourself that you are familiar with those laws, including any exceptions which may apply under them. You should also be aware that privacy laws in various

jurisdictions may change from time to time. Except to the extent expressly stated otherwise in this Privacy Policy, XReps accepts no obligations with respect to the handling of personal information other than those mandated by law in the country which has or countries which have jurisdiction over XReps in any given circumstances.

#### 16. Grounds for Processing in the EU/EEA

If you are in the European Union and/or European Economic Area, to process your data lawfully we need to rely on one or more valid legal grounds. The grounds we may rely upon include: (1) your consent to particular processing activities. For example, where you have consented to us using your information for marketing purposes; (2) our legitimate interests as a business (except where your interests or fundamental rights override these). For example, it is within our legitimate interests to use your data to send you our electronic newsletter and product updates if you represent a corporate entity (unless you have unsubscribed); (3) our compliance with a legal obligation to which we are subject. For example, we have a duty to investigate and respond to complaints made against us and may need to process your personal information as part of such investigation; or (4) if you are a customer, or are representing a customer, because processing your personal data is necessary for the performance of a contract.

#### 17. Your EU/EEA Data Protection Rights

Please contact us at [info@xreps.io](mailto:info@xreps.io) any time to exercise any of your data protection rights. Data protection law applicable to individuals in the European Union and/or European Economic Area provides individuals with certain rights, including the right to access, rectify, withdraw consent, erase, restrict, transport, and object to the processing of their personal information. Individuals also have the right to lodge a complaint with the relevant information protection authority if they believe that their personal information is not being processed in accordance with the law. Further information about your rights is set out below:

**Right to obtain a copy of your personal information.** You may have the right to obtain a copy of the personal information we hold about you.

**Right to rectification.** You may request that we rectify any inaccurate and/or complete any incomplete personal information. If we disagree and believe the information to be accurate and complete, we will advise you and include a notation on the record that you dispute the information's accuracy. We will respond to your request to correct or supplement your personal information within a reasonable time period and, in any event, within any time period specified in relevant laws.

**Right to withdraw consent.** You may, as permitted by law, withdraw your consent to the processing of your personal information at any time. Such withdrawal will not affect the lawfulness of processing based on your previous consent. Please note that if you withdraw your consent, you may not be able to benefit from certain service features for which the processing of your personal information is essential.

Right to object to processing. You may, as permitted by law, request that we stop processing your personal information. You also have the right to ask us not to process your personal data for marketing purposes.

Right to erasure. You may request that we erase your personal information and we will comply, unless there is a lawful reason for not doing so.

Your right to lodge a complaint with the supervisory authority. We suggest that you contact us about any questions or if you have a complaint in relation to how we process your personal information. However, you do have the right to contact the relevant supervisory authority in the relevant country directly.

#### 18. International Transfer of Personal Data

Individuals in the European Union should be aware that XReps may transfer your personal data to a third party in countries outside the EU for further processing in accordance with the purposes set out in this Privacy Policy. In particular, your personal data may be transferred throughout the XReps group and to our outsourced service providers located abroad. In these circumstances, we will, as required by applicable law, ensure that your privacy rights are adequately protected by appropriate technical, organization, contractual or other lawful means.

#### 0. California Privacy Rights

The California Consumer Privacy Act (CCPA) provides California residents with specific rights regarding their personal information. California residents have the right to request that we disclose to you certain information about our collection and use of your Personal Information over the past 12 months.

You also have the right to request that we delete your Personal Information from our records and direct any service providers to delete that Personal Information from their records. After we receive and verify your request, we will delete that Personal Information unless a legal exception applies.

Any request to exercise your CCPA rights should be submitted via email to [info@xreps.io](mailto:info@xreps.io) with "Request for Privacy Information" in the subject line. Please include enough detail for us to locate your file; at a minimum your name, email, and username, if any. We reserve our right not to respond to requests sent more than once in a calendar year or requests submitted to an address other than the one posted in this notice.

We will not discriminate against you for exercising any of your above rights, including: denying you access to our products and services; charging you a different price to access to our products and services; providing you a different level of service; or suggesting that you may receive a different price or level of service.

#### 20. Contact Us

This website is owned and operated by XReps, LLC dba XReps.

XReps Legal Department 15954 S Mur Len Rd, #274, Olathe, KS 66062, United States, email: [info@xreps.io](mailto:info@xreps.io)

## 21. Changes

XReps may periodically update this Privacy Policy. The most current version of the Privacy Policy will govern our use of your information and will always be available at <https://www.xreps.io/tospp>. By using the websites and products, you acknowledge your agreement to the terms of this Privacy Policy. We will notify you about material changes in the way we treat personal information by sending a notice to the email address specified in your membership account or by placing a prominent notice on our website.